Annexure-IV
K/C-4

Bengaluru Smart Infrastructure Limited (B-SMILE)

REQUEST FOR PROPOSAL (RFP)

Name of the Work:
Project management consultancy (PMC) and proof checking consultancy services for the work of "Construction of Elevated Rotary Flyover at IOC Junction and Construction of additional 2 Lane ROB at Baiyyappanahalli Railway Level Crossing" on Lumpsum, Turnkey with allowable Price Escalation basis

Office of the Project Engineer -01
#30/1, 3rd Floor, UNI Building, Miller Tank Bund Area,

Vasanthnagar, Bengaluru-560052
Email: pe1bsmiile@gmail.com

CONTENTS

Sl. No.	SECTION	DESCRIPTION	PAGE NO.
1	Section I	Letter of Invitation	3-4
2	Section II	Information to Consultants (ITC)	5-10
		Data Sheet – Information to Consultants	11-12
3	Section III	Technical Proposal – Standard Forms	13-21
4	Section IV	Financial Proposal – Standard Forms	22-27
5	Section V	Terms of Reference	28-31
6	Section VI	Contract for Consultant's Services	32
	I	Format of Contract	35-36
	II	General conditions of Contract	37-45
	III	Special Conditions of Contract	46-49
	IV	Appendices	50
		Form of Bank Guarantee	51

Section-1. Letter of Invitation

BENGALURU SMART INFRASTRUCTURE LIMITED

No.B-SMILE/PE-01/TEND/ 03 /2026-27 Office of the Project Engineer-01

Bengaluru Smart Infrastructure Limited, No.30/1, 3rd Floor, Thimmaiah Road, Miller Tank Bund Area, Vasanthnagar, Bengaluru-560052, Dated:27.04.2026

THROUGH KPP PORTAL ONLY

TWO COVER SYSTEM

(REQUEST FOR PROPOSAL)

1. The Government of Karnataka has constituted "Bengaluru Smart Infrastructure Limited"(B-SMILE)for implementation of Specific Infrastructure works in the city of Bengaluru.
2. On behalf of the Bengaluru Smart Infrastructure Limited (B-SMILE), The Project Engineer-01 invites proposals from **Project Management Consultants** who have relevant experience in doing works of similar nature for Project Management works from registered firms / agencies/ Individuals.
3. Tenders must be accompanied by Earnest Money Deposit (EMD) accompanied by requisite Tender processing fee.
4. The Tenderers shall submit tenders for works given in the table through KPP portal of the Government of Karnataka with relevant qualification criteria as per K/C-8 (http://kppp.karnataka.gov.in).
5. Rates shall be quoted in Tender Schedule B (Financial Bid) in the KPPP on QCBS basis.
6. Tenders must be submitted online through KPP portal on or before **16.00** hours on **12.05.2026** and the opening of tenders will be as the schedule in RFP document.
7. Tender documents and other information can be downloaded in the KPP portal from **29.04.2026 @ 16.30 hours onwards.**
8. Other details can be seen in the RFP documents and further details of the work of the tender can be obtained in the office of the Office of the Project Engineer-01, B-SMILE, **No.30/1, 3rd Floor, Thimmaiah Road, Miller Tank Bund Area, Vasanthnagar, Bengaluru-560 052**, Email: pe01bsmiile@gmail.com, Bengaluru reserves the right to accept / reject any or all tenders without assigning any reasons.
9. Corrigendum's/ modifications/ corrections, if any, will be published in the KPP Portal website only.

Works list

Sl	Name of Work	Project	Amount	Earnest	Durati

No		Cost Rs. Lakhs	put to Tender (in Rs. Lakhs) (Including GST charges)	Money Deposit @ 1% of APT	on
1.	Project management consultancy (PMC) and proof checking consultancy services for the work of "Construction of Elevated Rotary Flyover at IOC Junction and Construction of additional 2 Lane ROB at Baiyyappanahalli Railway Level Crossing" on Lumpsum, Turnkey with allowable Price Escalation basis	29400.00	294.00	Rs.2,94,000	24 months (Till the completion of the project)

Following shall be the calendar of events for Tendering:

Availability of Tender documents	:	29.04.2026 16.30 hours onwards
Pre bid meeting	:	06.05.2026 16.00 hours
Last Date& Time for receipt of tenders	:	12.05.2026 16.00 hours
Date & Time for Opening of Technical Bid	:	13.05.2026 11.30 hours
Date & Time for Opening of Financial Bid	:	(Will be intimated after obtaining approval for Technical Evaluation

Note:

A. The bid must be submitted in the electronic tendering system only. The bid containing details of Consultants capability to undertake the tender and the scope of service should be specifically informed.

B. Consultants can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website http://eproc.karnatka.gov.in/ after submitting the EMD and tender processing fee in the form of e-payment. EMD of the unsuccessful bidders will be refunded only after issuing LOA to the successful bidder.

C. Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. (Also all scanned copies should be visible and should have clarity). IT returns and its year wise abstract should be certified by Chartered Accountant.

D. Any effort by the bidder to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants bid.

E. The Financial Bid is to be read, for the purpose of pricing only as per the scope of the work defined in the RFP document.
F. A successful bidder will have to execute an agreement with Project Engineer-01, B-SMILE, Bengaluru within 07 days upon receipt of intimation along with performance Security as per contract price in form of FDR / Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bengaluru. The work shall be commenced with all earnestness within 07days from the date of issue of work order, failing in such cases the performance security will forfeited which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency.
G. The Bangalore Smart Infrastructure Limited, Bengaluru reserves the right to accept / reject any or all tenders without assigning any reasons.
H. Further details of the work of the tender can be obtained in the office of the Office of the Project Engineer-01, B-SMILE, 3rd Floor, UNI Building, Thimmaiah road, Miller tank bund area, Vasanthnagar, Bengaluru – 560052, Email: pe01bsmiile@gmail.com on all working days.
I. GOK portal http://kppp.karnataka.gov.in for registration and e-payment details contact KPP portal Helpdesk at 080 — 46010000, 68948777.
J. All drawings uploaded in the GOK KPP portal is tender purpose only mentioned elsewhere in the drawing / tender document as final and approved must be considered as tender purpose only.

Sd/-
Project Engineer-01
Bengaluru Smart Infrastructure Limited

Copy to:

1. PS to Hon'ble Managing Director to bring in to the kind notice of Hon'ble Managing Director, B-SMILE.
2. Director (Technical), B-SMILE for kind information.
3. Chief Engineer-1/2/3, B-SMILE for kind information.
4. Public Relation Officer, GBA for information and to publish in two leading Newspapers in Kannada and English and Notice Board.
5. I.T.Advisor with a request to publish the same in the GBA Website.
6. Office Copy.

Sd/-
Project Engineer-01
Bengaluru Smart Infrastructure Limited

Section 2
INFORMATION TO CONSULTANTS

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Bengaluru Smart Infrastructure Limited (B-SMILE) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

In case of company taken over by other company all relevant document should be submitted to prove that both the companies are same.

1.8 It is B-SMILE's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the B-SMILE:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value
to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection
process or the execution of a contract to the detriment of B-SMILE, and includes collusive
practices among consultants (prior to or after submission of proposals) designed to establish
prices at artificial, noncompetitive levels and to deprive B-SMILE of the benefits of free and
open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded B-SMILE-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a B-SMILE -financed contract; and

(e) will have the right to require that, B-SMILE to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by B-SMILE.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK/GBA in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

1.11 Technical Information

1.11.1 All Tenderers shall provide the requested information accurately and sufficient details in support of eligibility criteria.

1.11.2 Lead/First party shall be considered for the Work done certificate completed in Joint Ventures.

1.11.3 Work Done Certificate submitted for similar nature of consultancy service shall provide all the

information accurately. Tenderer shall submit one work done certificate for similar nature of consultancy assignment to qualify technically under eligibility criteria clause 1.12.2.

1.11.4 Team Leader with post graduate in civil engineering in Highways / Structures should have handled at least one project of PMC. The necessary certificates / documents to be attached for proof of served as a team leader and the same shall be verified for confirmation with the concerned department if found necessary. The information furnished for the team leader found incorrect during evaluation proposal shall be considered as non-responsive.

1.11.5 Client may reject the tenders of Consultant those who were terminated for their poor performance, imposed penalty, debarred / black listed even after their suspension / debar period.

1.12 **Eligibility Criteria**

1.12.1 Tenderershall have minimum turnover of any two years in last five years (2021–2022 to 2025–2026) received only from consultancy service of **Rs.100.00 Lakhs**. For this tenderer shall submit annual turnover certificate issued by the registered Chartered Accountant. The value of the turnover shall be given a weightage of 10% per year cumulative to bring them to the price level of the Financial Year in which the tender is invited.

1.12.2 Tenderer shall have completed a similar nature of consultancy service as a prime consultant in last 5 years (2021–2022 to 2025-2026) i.e. Project management consultancy services / preparation of DPR of similar nature like Elevated Corridor not less than 5 kms and project cost not less than **Rs.500.00crs /** RUB/ROB structures.Tenderershall submit completion certificate for completing the work of PMC / DPR satisfactorily issuedby Officer not below therank of The Executive Engineer.

1.12.3 Tenderer shall have successfully completed consultancy service for detailed land acquisitionfor Right of Way (ROW) / Elevated Corridor / National Highways / Urban city roads including preparation of Land Acquisition Plan and including scheduling of the properties and obtaining certificate from the officer not below the rank of The Executive Engineer.

1.12.4Tenderershall have well established office in Bengaluru proof of having office in Bengaluru shall be submitted.

1.12.5 The consultancy agency shall be allowed to associate with a NABL accredited Laboratory to enable the materials to be tested. The consultancy shall submit the associated certificate within 01 month from the date of Letter of Acceptance.

1.12.6 Any disputes arises shall be resolved based on the terms and conditions of thetender document for which tender is invited and shall not be considered any of the clause/conditions of othersimilar tender documents. Tendershall clarify all their doubts during the pre-tender meeting.

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position and must be counter signed by head of the organization.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

(vii) In case of takeover/change of company name Agreement of takeover shall be submitted along with relevant documents to prove that both the companies are same. One of the firm need to qualify for all the conditions specified under eligibility criteria.

(viii) All the responsibilities pertaining to the tender shall be with the tenderer in which name the tender is submitted.

(ix) Tenderer in which name the tender is submitting shall submit an undertaking for the use of credentials of previous company and for taking the responsibility for successful completion of the tender.

(x) During implementation of the project tenderer may replace the key professional with the same experience and qualification in case of emergency situation.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last Five (5) years. Self declaration certificate of each key professionals shall be submitted for having accepting the assignment for the project till the completion of work. Failing to submit the self declaration certificate shall be liable for rejection.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

4.1 The electronic tendering system for the assignment comprises of (i) Technical proposal and (ii) Financial proposal. The proposals must be electronically submitted (online through internet) within the date and time published in the e - procurement portal.

4.2 Each page uploaded pertaining to the consultant's eligibility criteria, essential conditional criteria, financial criteria documents, etc. shall be duly assigned and sealed by the consultant or a person or person's duly authorized to sign on behalf of the consultant. Such authorization shall be indicated by a writing power – of - attorney accompanying the proposal. The corrections, if any, shall be made by striking of and shall be initiated with date.

4.3 No physical documents shall be considered. All the participants shall produce all the original documents for verification whenever necessary.

4.4 The proposals shall contain no alterations or additions, except those to comply with instructions issued by the client that are duly incorporated.

4.5 Any consultancy firm/company trying to submit the proposal after deadline will not be accepted in the e – procurement.

4.6 Financial Proposals will not be opened until technical evaluation has been completed and the result approved and notified to all consultants.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were

considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.5 Financial proposal and combined evaluation:
The Technical Proposal will be evaluated on the basis of the detailed criteria and weightages mentioned above. Only those applicants who score 75 marks or more in absolute terms out of 100 for the technical proposal shall qualify for financial evaluation. For all the eligible candidates with technical marks of at least 75, both technical and financial scores will be normalized.

5.6 Normalization process for technical scores:
The best technical proposal with highest technical score (Tm) will be given a technical score (St) of 100 points. The technical scores (St) of the other Technical Proposals will be determined using the following formula:
[St = 100 x T/Tm, in which St is the technical score, Tm is the highest technical score, and T is the technical score of the bidder under consideration].

5.7 Normalization process for financial scores:
The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:
[Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F is the price of the proposal (in INR) under consideration]. The financial proposal should be excluding any taxes.

5.8 Combined score:
The combined score shall be based on Quality cum Cost based Selection (QCBS). Proposals will be ranked according to their combined technical (St) and financial (Sf) scores (Combined score = S) using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal). The weights given to the Technical and Financial proposals will be 0.8 and 0.2 respectively: (S=St x 0.8 + Sf x 0.2).

5.9 The assignment would be awarded to the bidder with the highest combined score.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

Data Sheet
Information to Consultants

Clause Reference

1.1 The name of the Client is: The Managing Director,
Bengaluru Smart Infrastructure Limited (B-SMILE),
Bangalore.
The method of selection is: Quality-and Cost-Based Selection (QCBS)

1.2 Any information, submission of proposal and/or all correspondence to be sent to
The Project Engineer -01,
30/1, 3rd Floor, UNI Building, Miller Tank Bund Area,
Vasanthnagar, Bengaluru-560052

1.3 The name, objectives and description of the Assignment are: Project management consultancy (PMC) and proof checking consultancy services for the work of "Construction of Elevated Rotary Flyover at IOC Junction and Construction of additional 2 Lane ROB at Baiyyappanahalli Railway Level Crossing" on Lumpsum, Turnkey with allowable Price Escalation basis

1.4 The Assignment is phased: NO
Pre tender meetingshall be held at the Office of the Director (Technical), 30/1, 3rd Floor, UNI Building, Miller Tank Bund Area, Vasanthnagar, Bengaluru-560052.

1.5 The name(s), address(es), and telephone/numbers of the Client's Official(s) are: Office of The Project Engineer-1, 30/1, 3rd Floor, UNI Building, Miller Tank Bund Area, Vasanthnagar, Bengaluru-560052.

1.6 The Client will provide the following inputs: Technical records of road history as available in the department.

1.7.2 The Client envisages the need for continuity for downstream work: No

1.11 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

2.1 Clarifications may be requested up to **06.05.2026before 16.00** hours
The address for requesting clarifications is: Office of The Project Engineer -01, 30/1, 3rd Floor, UNI Building, Miller Tank Bund Area, Vasanthnagar, Bengaluru-560052

3.1.1 Proposals should be submitted in the following language(s): English

3.3 (iv) Team Leader with post graduate in civil engineering in Highways / Structures should have handled at least one project of PMC. The necessary certificates / documents to be attached for proof of served as a team leader and the same shall be verified for confirmation with the concerned department if found necessary. The information furnished for the team leader found incorrect during evaluation proposal shall be considered as non responsive.

3.4 (viii) Additional Information in the Technical Proposal includes: -

i. Shortlisted consultant may associate with other shortlisted consultant: NO.

ii. The estimated number of key professional staff months required for the assignment is: to be furnished by Consultant based on the Scope of Work.

i. Consultants Shall mandatorily upload all the below mentioned registration certificates and bidders shall be disqualified if they failed to upload all or any of the below mentioned registration certificates.

- Company Registration Certificate.
- PAN Registration certificate.
- GST Registration certificate.
- Professional Tax Registration certificate (Form-3).
- Professional Tax Registration certificate (Form-4).
- M.S.M.E (Udhyogahdar) registration certificate.

(Note:- Documentary Proof of Fulfillment of above criteria has to be submitted and all the above registration certificate should be at least 6monthsold from the date of notification of this tender).

3.10 Proposals must remain valid till 90 days after the submission date.

4.3 Consultants must submit all details of the proposal to be scanned and submitted through kpp portal only.

4.4 The proposal submission address is: https://kppp.karnataka.gov.in and hard copy of the uploaded documents may be submitted to the office of Project Engineer -01, No. 30/1, 3rd Floor, UNI Building, Miller Tank Bund Area, Vasanthnagar, Bengaluru-560052. anyway submission of a hard copy of tender document submitted in kpp portal is not compulsory / mandatory.

4.5 Proposals must be submitted not later than the following date and time: **12.05.2026** before **16.00**hrs through kpp portal.

5.1 The address to send information to the Client is: The Project Engineer -01, No. 30/1, 3rd Floor, UNI Building, Miller Tank Bund Area, Vasanthnagar, Bengaluru-560052.

5.3 The number of points to be given under each of the evaluation criteria are

Marks

i. Specific Experience of the Consultant related to the Assignment
35 as per tender condition.

ii. Qualification and Competence of the Key Professional Staff for the
35
Assignment.

iii. Submitting empanelment certificates
15

iv. Submitting proof for Having well established office in Bengaluru
05

v. Site appreciation.
05

vi. Experience in region & language
05
Knowledge in Kannada and English Language.

Total Marks: 100

The minimum technical score required to pass is 75Marks bidders who score less than 75 marks shall not be considered for technical evaluation and liable for rejection.

5.8 Normalization process for technical scores:
The best technical proposal with highest technical score (Tm) will be given a technical score (St) of 100 points. The technical scores (St) of the other Technical Proposals will be determined using the following formula:

[St = 100 x T/Tm, in which St is the technical score, Tm is the highest technical score, and T is the technical score of the bidder under consideration].

Normalization process for financial scores:
The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:
[Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F is the price of the proposal (in INR) under consideration]. The financial proposal should be excluding any taxes.

Combined score:
The combined score shall be based on Quality cum Cost based Selection (QCBS). Proposals will be ranked according to their combined technical (St) and financial (Sf) scores (Combined score = S) using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal). The weights given to the Technical and Financial proposals will be 0.8 and 0.2 respectively: (S=St x 0.8 + Sf x 0.2).

The weights given to the technical and Financial Proposals are:
T= 0.80 and
P= 0.20

6.1 The address for negotiations is: The Project Engineer -01, No. 30/1, 3rd Floor, UNI Building, Miller Tank Bund Area, Vasanthnagar, Bengaluru-560052.

7.2 The Assignment is expected to commence in **May 2026.**

Sincerely,
Project Engineer -01,
B-SMILE

Section 3. Technical Proposal - Standard Forms

3A. Technical Proposal submission form.

3B. Consultant's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)

_____

_____

_____

TO: (Name and Address of Client)

_____

_____

_____

Ladies/Gentlemen:

Subject: Project management consultancy (PMC) and proof checking consultancy services for the work of "Construction of Elevated Rotary Flyover at IOC Junction and Construction of additional 2 Lane ROB at Baiyyappanahalli Railway Level Crossing" on Lumpsum, Turnkey with allowable Price Escalation basis.

We, the undersigned, offer to provide the consulting services for the above in accordance with your
Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which
includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature :

Name and Title of Signatory:

Name of Consultant :

Address: :

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

3D. Description of the Methodology And Work Plan For Performing The Assignment

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. Format Of Curriculum Vitae (CV) For Proposed Key professional staff

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

_____

Education:

[*Summarize college/university and other EASTized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

_____

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

_____

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

_____

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____**Date:** _____

[Signature of staff member and authorized representative of the Consultant] ***Day/Month/Year***

Full name of staff member: _____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Weeks (in the form of a Bar Chart) *				
				1	2	3	4	Number of Months
1.								Subtotal (1)
2.								Subtotal (2)
3.								Subtotal (3)
4.								Subtotal (4)

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

Signature:_____
(Authorized Representative)

* The Schedule should be for the period of completion of assignment

Full Name:_____

Title:_____

Address**:**_____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Weekwise Program (in form of Bar Chart) ++ *[1st, 2nd, etc. are Weeks from the start of assignment]*			
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th
	_____				
	_____				
	_____				
	_____				
	_____				

++ The Program should be period of completion of assignment.

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant) TO: (Name and Address of Client)

_____ _____

_____ _____

Ladies/Gentlemen:

Subject: Project management consultancy (PMC) and proof checking consultancy services for the work of "Construction of Elevated Rotary Flyover at IOC Junction and Construction of additional 2 Lane ROB at Baiyyappanahalli Railway Level Crossing" on Lumpsum, Turnkey with allowable Price Escalation basis.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [*Amount in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Consultant:

Address:

4B. SUMMARY OF COSTS

No.	Description @	Amount (Rupees)
	Remuneration for Key professional staff	
I	Supporting Staff	
II	Transportation	
III	Duty Travel to Site	
IV	Office Rent	
V	Office Supplies, Utilities and Communication	
VI	Office Furniture and Equipment	
VII	Reports and Document Printing	
VIII	Surveys	
	TOTAL COST	
	GST	
	TOTAL COSTS (Including GST)	

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

4C. BREAKDOWN OF COSTS (Rs)

I REMUNERATION FOR STAFF

No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs)
	Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	Sub-Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	TOTAL				

SM = Staff Month

II. Support Staff

No.	Position	Name	Staff Months	Rate* (Rs)	Amount(Rs)
1 2 3 4					
				Total :	

* Provide the breakup of the rates to show the basic salary, social costs and overhead while issuing work order.

III Transportation

Total:

IV. Duty Travel to Site Total:

V . Office Rent Total:

VI. Office Supplies, Utilities and Communication

No. Item	Item*	Months	Monthly Rate (Rs)	Amount in (Rs)
1. 2. 3. 4.				

TOTAL: ----------

* Prepare details as appropriate for the consultancy assignment and submit while issuing work order.

VII. Office Furniture and Equipment

No.	Description(*)	Unit	Quantity	Rate (Rs)	Amount (Rs)
 1 2 3 4 5 6	**Office Furniture**				
 1 2 3 4 5 6	**Office Equipment**				
				Total	

VIII. Reports and Document Printing

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1 2 3 4 5					
				Total	

IX. Topographical Surveys

• Prepare details as appropriate for the consultancy assignment and submit while issuing work order.

SECTION –V

TERMS OF REFERENCE

1. BACKGROUND

2. DESCRIPTION OF ASSIGNMENT

3. DETAILED SCOPE OF SERVICES

4. REPORTS, TIME SCHEDULE AND PAYMENT SCHEDULE

1. BACKGROUND:Bengaluru Smart Infrastructure Limited (B-SMILE), "The Client"
B-SMILEhas proposed elevated rotary flyover in order to decongesting the traffic at IOC junction with the approval of competent authority. In view of this B-SMILE is desirous of obtain Project management consultancy (PMC) and proof checking consultancy services for the work of “Construction of Elevated Rotary Flyover at IOC Junction and Construction of additional 2 Lane ROB at Baiyyappanahalli Railway Level Crossing” on Lumpsum, Turnkey with allowable Price Escalation basis.

2. The objectives and description of the services are:

3. DETAILED SCOPE OF SERVICES

3.1 **Scope of Work**: the scope of consultancy service under this work is as follows.

a) The total length of flyover including elevated rotary and approaches is 5.30 km.
b) Validation of Detailed Project Report (DPR).
c) Validating Geotechnical/Soil investigation.
d) Liosening with stake holders / department for identification of their utilities, assets and mapping of utility
and assets falling in the project corridor.
e) Scrutinizing, proof checking and approving Good for Construction Drawing prepared and submitted by the
Contractor with the approval of Client.
f) Updating of Land acquisition plan and schedule using the topographical survey carried out by contractor.
g) Assisting the Department in processing TDR / compensation for the affected structures with concerned City Corporations.
h) Supervision of day to day construction activities.
i) Suggesting safety and precautionary measures related to construction activities.
j) Maintaining register at site for recording all construction related activities.
k) Witnessing, verifying all the quality tests conducted by the contractor.
l) Approval of quality test report submitted by the contractor.
m) Conducting independent quality test for confirmation.
n) Submission of weekly and Monthly Progress report.
o) Recording / approving measurement of contractor’s bill.
p) Scrutinizing and suggesting for as built drawing submitted by the contractor
q) Scrutinizing final bill and preparation of certificate for contractors work for completing the entire work as per
contract document of contractor.
r) Assisting GBA as per their instructions pertaining to the project.

3.2 Actions requiring specific approval of BBMP

The Consultant will be required to obtain the specific approval of BBMP before taking any of the following actions:

a) approving subcontracting of any parts of the Works.
b) certifying additional cost.
c) determining an extension of time.

d) issuing a variation order.
e) Recommendation for variation in work quantities, fixing rates or prices.

4.0 Liaison Meetings

Liaison meetings shall be held between the B-SMIEL and the Consultant at weekly intervals. The meetings would be attended by members of the Consultant as necessary and would have the objective of expanding on the contents of the progress.

4.1 **Reports, Time Schedule and Payment Schedule.**

4.1.1 **Contract Schedule**

The Period of consultancy services is 24 months or till completion of the work.

4.1.2 **Schedule of Reports**

The Consultant shall prepare and submit Two (2) copies to B-SMILE of each of the following reports and documents in English:

A	Inception Report and Quality Assurance Plan (QAP)	within15daysafter mobilization
B	Monthly progress Reports	by the end of each month showing financial, physical progress with suitable photographs, updating land acquisition issues, contractors delays, maintenance of separate dashboard for the project & ERP etc
C	Final Report	One week after completion of the works (provisional acceptance)
D	QA Report	Along with the R.A. Bills

4.1.3 Contents of Reports

a. Inception Report

The Inception Report shall cover the following

- Reviewing Contractor's mobilization and work plan.
- Setting out Guidelines for Administering, Monitoring, Controlling and evaluating project progress.
- Mode of co-operation with B-SMILE.
- Quality Assurance Programme.
- Plant inspection and report.
- Pre-execution material testing reports.

b. Monthly Progress Reports

Monthly Progress Report summarizing activities and work progress achieved in the last months will be submitted in lieu of the weekly progress report for that week.

c. Final Report / Deliverables

On completion of the Project, the Consultant shall prepare a final report which will form a comprehensive record of the construction works including any changes or modification of designs, problems encountered and solutions recommended operational procedures, expenses and variations.

4.1.4 Payment Schedule

a) 5% of contract amount: on submission of inception report and Quality Assurance Plan (QAP).

b) Pregressively based on the progress achieved by the Contractor as and when contractor bills are passed for payment.

c) All payments will be inclusive of GST of 18%.

5.0 Key Professionals for the project required are as follows.

Sl. No.	Designation	Qualification	Experience	Required Personnel
1	Team Leader	ME/M.Tech in Civil Engineering	20 Year	1
2	Highway Engineer	ME/M.Tech in Civil Engineering	15 Year	1
3	Sr. Structural Engineer	ME/M.Tech in Structure	15 Year	2
4	Quality / Quantity Engineer	BE / Diploma in Civil Engineering	05 Year	1
5	Site Engineer	BE / Diploma in Civil Engineering	05 Year	5
6	Autocad Draftsman	BE / Diploma in Civil Engineering	05 Years	2

1. During Technical evaluation team leader's CV shall be evaluated at first if found any of the document irrelevant to prove the experience and qualification of Team Leader such tender shall be rejected and shall not be evaluated further though such tenderer are fulfilling all other conditions of eligibility criteria.
2. Tenderer must submit recently signed CVs of individual and also counter signed by the authorized signature of the company showing their relevant experience for the above Key Professionals.
3. The experience of the key professional staff shall be considered from the date of completion of educational qualification mentioned above in the respective key professional staff.
4. One CVs for each key professional shall be proposed, alternate CVs should not be proposed for any of the key professionals mentioned above in the table.
5. Tenderer should submit all relevant documents/certificates in support of minimum qualification and experience of the key professional staff.
6. Tenderer shall submit an undertaking stating all the key professionals are available for the project 24/7 if appointed for the project by the authority failing to submit undertaking shall be liable for rejection.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

Between

[Name of Client]

and

[Name of Consultants]

Dated:

CONTENTS Page No.

I. FORM OFCONTRACT 35-36

II. GENERALCONDITIONSOFCONTRACT 37

1. General Provisions 37

1.1 Definitions 37
1.3 Language 38
1.4 Notices 38
1.5 Location 38
1.6 Authorized Representatives 38
1.7 Taxes and Dutie38

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATIONOFCONTRACT38

2.1 Effectiveness of Contract.....38
2.2 Commencement of Services.....38

2.3 Expiration of Contract....38
2.4 Modification....39
2.5 Force Majeure....39

2.5.1 Definition....39
2.5.2 No Breach of Contract....39
2.5.3 Extension of Time....39
2.5.4 Payments....39

2.6 Suspension....39

2.7 Termination....39
2.7.1 By the Client....39
2.7.2 By the Consultants....39
2.7.3 Cessation of Rights and Obligations....40
2.7.4 Cessation of Services....41
2.7.5 Payment upon Termination....41

3. OBLIGATIONS OF THE CONSULTANTS
41

3.1 General
41
3.2 Conflict of Interest
41

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc....41
3.2.2 Procurement Rules of Funding Agencies....41

3.2.3 Consultants and Affiliates Not to engage in certain Activities42
3.2.3 Prohibition of Conflicting Activities....42

3.3 Confidentiality....42
3.4 Insurance to Be Taken Out by the Consultants....42

3.5 Consultants' Actions Requiring Client's Prior Approval....42
3.6 Reporting Obligations....43
3.7 Documents Prepared by the Consultants to be the Property of the Client. 43
3.8 Equipment and Materials Furnished by the Client....43

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS
43

4.1 Description of Personnel
43
4.2 Removal and/or Replacement of Personnel
43

5. OBLIGATIONS OF THE CLIENT
43

5.1 Assistance and Exemptions
43
5.2 Services and Facilities
44

6. PAYMENTS TO THE CONSULTANTS 44

6.1 Lump SumRemuneration44
6.2 Contract Price 44
6.3 Payment for Additional Services 44
6.4 Terms and Conditions of Payment 44
6.5 Interest on Delayed Payments 44

7. SETTLEMENT OF DISPUTES 45

7.1 Amicable Settlement.....45
7.2 Dispute Settlement.....45

III. SPECIAL CONDITIONS OF CONTRACT.....46-49

IV. APPENDICES.

Appendix A—Description of the Services 50
Appendix B— Reporting Requirements 50
Appendix C—Key Personnel and Sub-consultants 50
Appendix D —Services and Facilities to be provided by the Client 50
Appendix E —Breakdown of Contract price in Indian Rupees 50
Appendix F—Form of Bank Guarantee 51

I. FORMOFCONTRACT

This CONTRACT (herein after called the "Contract") is made the_ day of the month of _____, 200_, between, on the one hand,_____(hereinafter called the "Client") and, on the other hand, _____ _____(hereinafter called the "Consultants").

[**Note: If the Consultants consist of morethan one entity, the above should be partially amended to read as follows*:

".

……

(hereinaftercalledthe"Client")and,ontheotherhand,ajointventureconsistingofthefollowingentities,

each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely,_____and__(hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A: Description of the Services _____

Appendix B: Reporting Requirements _____

Appendix C: Key Personnel and Sub-consultants _____

Appendix D: Services and Facilities to be provided by the Client _____

Appendix E: Breakdown of Contract Price _____

Appendix F: Form of Guarantee for Advance Payments _____

[*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.*]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The ConsultantsshallcarryouttheServicesinaccordancewiththeprovisionsoftheContract;and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF[NAME OF CLIENT]

By

(Authorized Representative)

FOR ANDON BEHALFOF[NAMEOFCONSULTANT]

By

(Authorized Representative)

[***Note**: If the Consultants consist of morethan one entity, all of the serenities should appear as signatories, e.g. ,in the following manner*:]

FORANDONBEHALFOFEACHOFTHE MEMBERSOFTHECONSULTANTS

[Name of Member]

By

(Authorized Representative)

[Name of Member]

By

(Authorized

Representative)etc.

II. GENERALCONDITIONSOFCONTRACT

1. GENERALPROVISIONS

1.1 Definitions

Unlessthecontextotherwiserequires,thefollowingtermswheneveruse dinthisContracthavethefollowingmeanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, astheymay be issued andinforcefromtime to time;

(b) "Contract"meanstheContractsignedbytheParties,towhichtheseGeneralConditi onsofContract (GC) are attached, together with all the documents listed in Clause 1 of such signedContract;

(c) “Effective Date” means the dateon which this Contract comes into force and effect pursuant toClause GC2.1

(d) “ContractPrice”meansthepricetobepaidfortheperformanceoftheServices,inacc ordancewith Clause 6;

(e) "GC"meanstheseGeneralConditionsof Contract;

(f) "Government"means the Governmentof Karnataka;

(g) "Local currency"meansIndianRupee;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any ofthese entities, and "Members" means all of these entities; ‘Member in Charge’ means the entityspecified in the SC to act on their behalf in exercising all the Consultants’ rights and obligationstowardstheClientunder this Contract.

(i) "Party"meanstheClientortheConsultants,asthecasemaybe,andPartiesmeansbot hofthem;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees andassigned to the performance of the Services or

any part thereof; and ‘key personnel’ means thepersonnelreferredtoinClause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contractmaybe amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract asdescribedinAppendixA;and

(m) "Sub-consultant"meansanyentitytowhichtheConsultantssubcontractanypartoftheServicesin accordance with the provisions of Clauses 3.5 and 4.

(n) ‘Thirdparty”meansanypersonorentityotherthantheGovernment,theClient,theConsultants,oraSub-Consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed tohave been made when delivered in person to an authorized representative of the Party to whom thecommunication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party atthe address specified in the SC.

1.5 Location

TheServicesshallbeperformedatsuchlocationsasarespecifiedinAppendixAand, wherethelocationof a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Clientmayapprove.

1.6 Authorized Representatives

Any actionrequiredor permitted to be taken, and any document required or permitted to be executed,under this Contract by the Client or the Consultants may be taken or executed by the officials specified intheSC.

1.7 Taxes and Duties

TheConsultants,Sub-consultantsandtheirPersonnelshallpaysuchtaxes,duties,feesandotherimpositi

ons as may be levied under the Applicable Law, the amount of which is deemed to have beenincluded in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other laterdateas may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contractbecomeseffective, or at such otherdate as maybe specified in the SC.

2.3 ExpirationofContract

Unless terminatedearlier pursuanttoClause2.7,this Contract shall terminate at the end of such timeperiod after the Effective Date asis specified in the SC.

2.4 Modification

ModificationofthetermsandconditionsofthisContract,includinganymodification ofthescopeoftheServicesoroftheContractPrice,mayonlybemadebywritten agreementbetweentheParties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No BreachofContract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered tobe a breach of, or default under this Contract insofar as such inability arises from an event ofForce Majeure, provided that the Party affected by such an event (a) has taken all reasonableprecautions, due care and reasonable alternative measures in order to carry out the terms andconditions of this Contract, and (b) has informed the other Party as soon as possible about theoccurrence of such an event.

2.5.3 Extension ofTime

Any period within which a Party shall, pursuant to this Contract, complete any action or task,shall be extended for a period equal to

the time during which such Party was unable to performsuch action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail toperform any of their obligations under this contract,including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period notexceeding thirty (30) daysafter receipt by theConsultants of such noticeof suspension.

2.7 Termination

2.7.1 BytheClient

The Client may terminate this Contract, written notice oftermination to the Consultants, to be given after the occurrence of any of the events specified inparagraphs (a) through (d) of this Clause 2.7.1 in the case of the eventreferred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under theContract, within thirty (30) days of receipt after being notified or within such further periodasthe Clientmayhave subsequentlyapproved inwriting;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (45) days; or

(d) if the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for orin executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value toinfluence theaction ofa publicofficial inthe selectionprocess orin contractexecution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selectionprocess or the execution of a contract to the detriment of GOK, and includes collusivepractice among consultants (prior to or after submission of proposals) designed to establishprices at artificial non-competitive levels and to deprive GOK of the benefits of free andopen competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate thisContract.

2.7.2 By theConsultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies/payment due to the Consultants pursuant to this Contract and notsubject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of notless than sixty(60) days.

2.7.3 Cessation of Rights and Obligations

UponterminationofthisContract pursuant to Clause GC 2.7 , or upon expiration of thisContract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shallcease, except :

(i) such rights andobligations asmay haveaccrued on thedate ofterminationor expiration;

(ii) theobligationofconfidentialitysetforthin ClauseGC3.3hereof;

(iii) anyright which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to

documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make thefollowing payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to theeffectivedate of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1,reimbursement of any reasonable cost incident to the prompt and orderly termination ofthe Contract.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respectof any matter relating to this Contract or to the Services, as faithful advisers to the Client, andshall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultantsor third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' soleremuneration in connection with this Contract or the Services, and the Consultants shall notaccept for their own benefit any trade commission, discount or similar payment in connectionwith activities pursuant to this Contract or to the Services or in the discharge of their obligationsunder the Contract, and the Consultants shall use their best efforts to ensure that the Personnel,any Sub-consultants, and agents of either of them, similarly shall not receive any such additionalremuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on theprocurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client

3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directlyorindirectly, inany ofthe followingactivities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during theterm or within two (2) years after the expiration of this Contract, disclose any proprietary or confidentialinformation relating to the Project, the Services, this Contract, or the Client's business or operationswithout the prior written consent of the Client.

3.4 Insurance to Be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out andmaintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditionsapproved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC;and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has beentakenoutand maintained and thatthe currentpremiums have been paid.

3.5 Consultants’ Actions Requiring Client’s Prior Approval

The Consultants shall obtain the Client’s prior approval in writing before taking any of the followingactions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Sub-consultants”), and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods setforth in the said Appendix.

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by theConsultants in accordance with Clause 3.6 shall become and remain the property of the Client, andthe Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof.The Consultants mayretain a copy of such documents and software.Restrictions about the future use of these documents, ifany,shall be specified in the SC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultantswith funds provided by the Client shall be the property of the Client and shall be marked accordingly.Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client’s instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense ofthe Client in an amount equal to their replacement value.

4. Consultants’ Personnel and Sub-Consultants

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in thecarrying out of the Services of the Consultants' Key Personnel are described in Appendix C.The KeyPersonnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved bytheClient.

4.2 Removal and /or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience

acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removaland/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Governmentshall:

(a) issue to officials, agents and representatives of the Government all such instructions as may benecessaryor appropriate forthe promptandeffective implementation ofthe Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants forthe Services from any requirement to register or obtain any permit to practice their profession or toestablishthemselves either individually or as acorporate entity according tothe ApplicableLaw;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may bespecified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. Payment to the Consultants:

6.1 LumpSum Remuneration

The Consultant’s total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants’ costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix.

A.Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts statedin clause 6.2 if theParties have agreed toadditional payments in accordancewith Clause 2.4.

6.2 ContractPrice

The Contractprice issetforth inthe SC.

6.3 PaymentforAdditionalServices

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lumpsum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Clientspecifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interestshallbe paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection withthisContract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicablesettlement may be submitted by either Party for settlement in accordance with the provisions specified intheSC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause *	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1(h) The Member in Charge is_____].

[1.4.1 The addresses are:

Client :_____

_____

_____

Attention :_____

Telex :_____

Facsimile :_____

E-mail :----------

Consultants :_____

_____

_____

Attention :_____

Telex :_____

Facsimile :_____

E-mail :----------

[Note[1]:Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed

transmission.] [1.6 The Authorized Representatives are:

For the Client : _____

For the Consultant : _____

[Note: Fill in the blanks]

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

[1]*All Notes should be deleted in the Final Text*

The date on which this Contract shall come into effect is:

[2.2 The time period shall be…..days *[Note: Fill in 30 days or any other appropriate]* or such other time period as the parties may agree in writing]

[2.3 The period shall be_____*[Note: Fill in the period, e.g. ,twenty-four (24) months* or such other period as the parties may agree in writing].

[3.4 The risks and the coverage's shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. ..... for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.
[*Note: Fill in the blanks and delete what is not*

applicable] [3.5(c) ***Note****: Delete where not applicable.*]

The other actions are_____.]

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1 *Note: List here any changes or additions to Clause GC5. 1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]*

[6.2 The amount of Contract is Rs._____.

[6.4 The account is:

.....]

Payments shall be made according to the following schedule:

Note *: (a) the following installments are indicative only;(b) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.*

a) 25% of contract amount shall be payable on submission of inception report including topographical survey drawing and draft concept and alignment plan.

b) 50% of contract amount shall be payable on submission of draft Detailed Project Report.

c) 25% of contract amount shall be payable on submission of final Detailed Project Report.

Note: this sample clause should be specifically drafted for each contract.

[6.5 Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 90days in the case of the final payment.

Theinterestrateis5%[1]perannum

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions- **Deleted**

~~7.2.1 SelectionofArbitrators:~~

~~EachdisputesubmittedbyaPartytoarbitrationshallbeheardbyasolearbitratororanarbitrationpanelcomposed of three arbitrators, inaccordance with thefollowing provisions:~~

~~(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appointasolearbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days afterreceipt by the other Party of the proposal of a name for such an appointment by the Party who initiatedtheproceedings,eitherPartymayapplytothePresident,InstitutionofEngineersIndia*,NewDelhi,for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strikenamestherefrom,andthelastremainingnomineeonthelistshallbethesolearbitratorforthematterin dispute. If the last remaining nominee has not been determined in this manner within sixty (60)days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint,upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter indispute.~~

~~(b) WheretheParticsdonotagreethatthedisputeconcernsatechnicalmatter,theClientandtheConsultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a thirdarbitrator, who shall chair the arbitration panel.If the arbitrators named by the Parties do not succeedinappointingathirdarbitratorwithinthirty(30)daysafterthelatteroftheotwoarbitratorsnamedbythe Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed byB-SMILE Bangalore.~~

~~(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30)days after the other Party has appointed its arbitrator, the Party which has named an arbitrator mayapply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for thematter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitratorforthatdispute.~~

[1]Modifyappropriately.

* InsertPresidentIndianRoadsCongress(forroadsandbridgeworks)oranyotherappropriateInstitution(forother type of consultancies)

7.2.1 Rulesof Procedure

ArbitrationproceedingsshallbeconductedinaccordancewithprocedureoftheArbitration &ConciliationAct 1996, of India.

7.2.2 SubstituteArbitrators

Iffforanyreasonanarbitratorisunabletoperformhisfunction,asubstituteshallbeappointe dinthesamemanner as the original arbitrator.

7.2.3 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1hereofshallbeanationallyrecognizedlegalortechnicalexpertwithextensiveexperi enceinrelationtothematter in dispute.

7.2.4 Miscellaneous

Inanyarbitrationproceedinghereunder:

(a) proceedingsshall,unlessotherwiseagreedbytheParties, beheldinBangalore.

(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator ifthere is no such majority) shall be final and binding and shall be enforceable in any court ofcompetent jurisdiction, and the Parties hereby waive any objections to or claims of immunityin respect of such enforcement.

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc.If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub-consultants

[List under:C-1Titles [and names ,if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.

C-2 List of approved Sub-consultants [if already available]; same Information with respect to their Personnel as in C-1 through C-2)]

Appendix D: Services and Facilities to be provided by the Client

[List here under:

F-1 Services, facilities and property to be made available to the Consultants by the Client.]

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lumpsum price :

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*

2. *Reimbursable expenditures:*

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 of Contract)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: Bank Guarantee: Date: __*____*

Dear Sir,

In consideration of M/s. (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.

(hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at for Contract (hereinafter called the "Contract")

(scope of work)

and

the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to(in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We (Name of the Bank) having its Head Office at (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of as aforesaid at any time up to @ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any

covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to and it shall remain in force up to and including and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. on whose behalf this guarantee has been given.

Dated this day of 19 at

WITNESS:

(signature) (Signature)(Name) (Name)

(Official Address) Designation (with Bank stamp)Attorney as per Power of

Attorney No. Dated

Note: The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India.